

**BID FORM - CITY OF ELGIN
NORTH 13TH AVENUE IMPROVEMENT PROJECT - 2000.**

Bid proposal of Jim Cant Ex, (hereafter called Bidder), organized and existing under the laws of the State of Oregon, doing business as [a corporation] [a partnership] [an individual] to the City of Elgin, Oregon, hereafter called City.

In compliance with the City's advertisement for bids, Bidder hereby proposes to perform all work for the construction of N.13th Ave Improvement Project-2000 in strict accordance with the Contract Documents and within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation communication or agreement as to any matter relating to this Bid with any other bidder or with any competitor.

Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before deadline date to be specified in the Notice to Proceed and to fully complete the project within the project schedule as specified in the Bidder's Information. Bidder agrees to pay, as liquidated damages upon failure to complete the project per the performance schedule, the sum of \$50 for each consecutive calendar day thereafter in which the project is not completed, as stated in Bidder's Information.

**BID SCHEDULE
NORTH 13 - AVENUE IMPROVEMENT PROJECT**

ITEM	BID ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL PRICE
1	Mobilization (less than 5% of bid)	Lump sum		All	1225.-
2	Excavation	Cu Yd	X 20 12	300 cu yd	3600.-
3	Base Rock (pit run, 4" minus), in place	Cu Yd	X 20 12	500 cu yd	6000.-
4	Leveling rock (1-1/2" minus), in place	Cu Yd	15. 00	250 cu yd	3750.-
5	Finish rock, (3/4" minus), in place	Cu Yd	15. 00	125 cu yd	1875.-
6	Finish grading, (roadway/parking/drainage)	Lump sum		All required	2000.-
7	Catch basin, in place	Each		One (1)	1580.-
8	Culvert, in place; 7 sections	Linear ft	10.65	260 ft	2770.-
9	Manhole, in place	Each		one (1)	1700.-
				TOTAL	24,500.-

By Jim Cant, for Bidder: Jim Cant Ex
 Dated 6/26/, 2000 Address: 72665 Good Rd
Elgin Oregon 97837

If more yardage or removal - pipe is need will be at unit prices above.

Addenda to bidding information (list if any received):

Bidder hereby acknowledges receipt of the above listed addenda to the bid documents;

Jim Cant, Date 6/26/, 2000.
7/31

NOTICE OF AWARD

TO: Jim Cant Excavating
72664 Good Road
Elgin, or 97827

Project: City of Elgin, N.13th Improvement Project - 2000

The City of Elgin has considered the bid submitted by you for the above identified project in response to its advertisement for bids dated , June 17, 2000, the Information for Bidders mailed to you and subsequent discussions of the scope of work. You are hereby notified that your bid has been accepted for items, in the amount of \$ 24,500.00.

As stated in the "Contract Requirements" section of the Bidders Information packet, you are to execute the "Agreement" and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute the "Agreement" or fail to furnish the stated Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are to return an acknowledged copy of this Notice of Award to the City.

Dated this 16th day of August, 2000 for the City of Elgin,
by Joe Garlitz, Recorder/Administrator
Joe Garlitz

ACCEPTANCE OF NOTICE

I acknowledge receipt of the NOTICE OF AWARD this 15 day of Aug, 2000;
Jim Cant Excavating
by Jim Cant, Owner
Jim Cant

**AGREEMENT: City of Elgin/Jim Cant Excavating
N.13th Improvement Project - 2000**

THIS AGREEMENT, made this 4th day of December, 2000 by and between the CITY OF ELGIN, Oregon, hereinafter called "OWNER" and JIM CANT EXCAVATING doing business as an individual, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein mentioned:

1. The CONTRACTOR will commence and complete the construction of City of Elgin, N.13th Improvement Project-2000.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the above named project.
3. The CONTRACTOR will construct the work required by the CONTRACT DOCUMENTS in accordance with the Project Schedule, unless the period for completion is extended otherwise as provided for by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 24,500, or other amount as provided in the BID Schedule and CONTRACT DOCUMENTS.
5. The OWNER will pay to the CONTRACTOR, in the manner and at such time as set forth in the General Conditions, such amounts as provided in the BID Schedule and required by the CONTRACT DOCUMENTS.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

OWNER: CITY OF ELGIN

By Berta Churchill
Berta Churchill, Mayor

CONTRACTOR: JIM CANT EXCAVATION

By Jim Cant
Jim Cant, Owner

ATTEST:

Joe Garlitz
Joe Garlitz, Recorder/Administrator

Dated, Dec 4, 2000

NOTICE OF AWARD

TO: Jim Cant Excavating
72664 Good Road
Elgin, or 97827

Project: City of Elgin, N.13th Improvement Project - 2000

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Dated this 16th day of August, 2000 for the City of Elgin,

by Joe Garlitz, Recorder/Administrator
Joe Garlitz

ACCEPTANCE OF NOTICE

I acknowledge receipt of the NOTICE OF AWARD this 15 day of Aug, 2000;
Jim Cant Excavating

by Jim Cant, Owner
Jim Cant

June 27, 2000

City of Elgin
P.O. Box 128
Elgin, Oregon 97827

To Whom It May Concern

This letter is to assure you that Jim Cant Excavating has sufficient funds and/or financing available to perform the North 13 Improvement Project 2000 for which a \$35,045 bid was submitted.

Any questions concerning this letter may be directed to me at 541-963-7137.

Sincerely



G. F. Holman
Business Banking Officer

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT
North 13th Avenue Improvement Project - 2000.

Jim Cant Ex hereinafter referred to as Bidder, is submitting a bid to the City of Elgin, Oregon pursuant to the City's advertisement for bids for the project N.13th Ave Improvement Project- 2000.

Bidder certifies that if it is awarded the contract, Bidder has the financial ability to obtain good and sufficient bonds issued by a surety company to the City in sums equal to the amount of the bid providing for the faithful performance of the contract and payment of labor and materials.

Bidder understands and agrees if Bidder fails to provide the performance and payment bonds, the City will reject such a bid and the bid bond or security submitted with the subject bid may be forfeited.

The surety company requested to issue the performance and payment bonds will be Western Bank. Bidder hereby authorizes said surety company to disclose any information to the City concerning Bidder's ability to supply performance and payment bonds in the amount of the bid.

Bid amount \$ 24,500.-

Signed, Jim Cant, [printed name Jim Cant]

for Jim Cant Ex, as Bidder; Date: 6/26/, 2000

BIDDER'S CERTIFICATION STATEMENTS as required by certain Oregon Revised Statutes (ORS)

Jim Cant

, as Bidder hereby certifies to the following:

1. Certification of Registration:

a.) Bidder is registered with the Oregon Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055.

b.) Bidder certifies that its Registration Number, 57635, allows Bidder to perform work on Public Works Projects and that this registration is current and valid.

c.) Bidder certifies that, if awarded the contract, all subcontractors performing work will be registered with the Construction Contractors Registration Board in accordance with ORS 701.035 through 701-055 before the subcontractors commence work under the contract.

2. Certification of compliance with wage laws on contracts that exceed \$25,000:

a.) Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279.348 through ORS 279.356 which provides for the payment of not less than the prevailing wage rates, including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certifications, and other requirements for contracts exceeding \$25,000.

b.) Bidder will comply with ORS 279.316 and ORS 279.334 in the hours of employment and the payment of overtime.

3. Certification of compliance with Federal/State tax laws/registration:

a.) Bidder, under penalty of perjury, hereby certifies that Bidder, to the best of the his knowledge, is not in violation of any tax laws of the State of Oregon.

b.) Bidder's Federal Tax ID number or Social Security number is, 937108601.

4. Certification of insurance coverages:

a.) Bidder certifies that Bidder and all employees, subcontractors and all subcontractor employees shall be covered by Injured Workers Compensation Insurance as required by law.

b.) Bidder certifies that within ten (10) days from the date of contract award and/or prior to beginning any work under the contract, Bidder will have in place and in full force, and will file evidence thereof with the City Recorder, a good and sufficient policy of liability and property damage insurance, insuring the Bidder against loss from personal injury in the amount of \$250,000.00 for each person and \$500,000.00 for each accident and from property damage in the amount of \$250,000.00, such policy to be executed by an insurance company authorized and qualified to do business in the State of Oregon, by reason of the negligence of Bidder, its agents or independent contractors, or employees, in the performance of any and all work under the contract.

5. Residency certification:

Bidder [is] [is not] a resident bidder; defined as a contractor based within the Elgin School District, or a contractor with at least 50% of whose work force, on this job, lives within the Elgin School District.

Signed by, Jim Cant, [printed name Jim Cant]

for Jim Cant, Bidder; Date: 6/26, 2000

7/31

**BID BOND - CITY OF ELGIN
NORTH 13TH AVENUE IMPROVEMENT PROJECT - 2000.**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned for

Jim Cat, as Bidder, and

Western Bank, as Surety, are hereby held and bound unto the City of Elgin as Owner, the penal sum of five percent (5%) of the amount of the attached bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 26 day of June, 2000

The condition of the above obligation is such that whereas the Bidder has submitted to the City of Elgin as certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the North 13th Avenue Improvement Project - 2000.

NOW THEREFORE,

(a) If said Bid shall be rejected, or

(b) if said Bid shall be accepted and the Bidder shall execute and deliver a contract, properly completed and in accordance with the Bid and bid requirements as advertized and provided by the City of Elgin, and shall furnish a Performance Bond for the Bidder's faithful performance of said contract, and a Payment Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Bidder and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

seal

Signed by

Jim Cat
Bidder

Western Bank

seal

Signed by

Jim Cat
Surety

Surety Companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Oregon.

